

ENTERED

February 18, 2025

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

SILO TECHNOLOGIES	§	CIVIL ACTION No
INC,	§	4:24-cv-00831
Plaintiff,	§	
	§	
	§	
vs.	§	JUDGE CHARLES ESKRIDGE
	§	
	§	
B&R EXPRESS LLC and	§	
DANNY BAQUERO,	§	
Defendants.	§	

**ORDER ADOPTING
MEMORANDUM AND RECOMMENDATION**

Plaintiff Silo Technologies, Inc, brought this action for breach of contract, conversion, civil theft, fraud, and breach of constructive trust against Defendants B&R Express LLC and Danny Baquero. Dkts 1 & 4. The matter was referred for disposition to Magistrate Judge Christina A. Bryan. Dkt 9.

Pending is a Memorandum and Recommendation by Judge Bryan dated November 20, 2024, recommending that the amended motion by Plaintiff for default judgment be granted in part and denied in part. Dkt 24; see Dkt 18 (motion).

The district court reviews *de novo* those conclusions of a magistrate judge to which a party has specifically objected. See FRCP 72(b)(3) & 28 USC § 636(b)(1)(C); see also *United States v Wilson*, 864 F2d 1219, 1221 (5th Cir 1989, *per curiam*). The district court may accept any other portions to which there's no objection if satisfied that no clear error appears on the face of the record. See *Guillory v PPG Industries Inc*, 434 F3d 303, 308 (5th Cir 2005), citing *Douglass v United Services Automobile Association*, 79 F3d

1415, 1430 (5th Cir 1996, *en banc*); see also FRCP 72(b) advisory committee note (1983).

None of the parties filed objections. No clear error otherwise appears upon review and consideration of the Memorandum and Recommendation, the record, and the applicable law.

The Memorandum and Recommendation of the Magistrate Judge is ADOPTED as the Memorandum and Order of this Court. Dkt 24.

The amended motion by Plaintiff for default judgment is GRANTED IN PART and DENIED IN PART. Dkt 18.

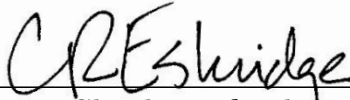
It is GRANTED in that judgment by default as to liability only be, and hereby is, ENTERED in favor of Plaintiff against Defendants B&R Express LLC and Danny Baquero for breach of contract, conversion, civil theft, and fraudulent inducement.

It is DENIED as to breach of constructive trust.

It is DENIED as to the requested damages WITHOUT PREJUDICE to Plaintiff's ability to present testimony at an evidentiary hearing sufficient to show that it is entitled to the requested damages.

SO ORDERED.

Signed on February 18, 2025, at Houston, Texas.



Hon. Charles Eskridge
United States District Judge